

County of Allegheny Department of Human Services



REQUEST FOR PROPOSAL RESPONSE

TO DESIGN AND IMPLEMENT DECISION SUPPORT TOOLS AND PREDICTIVE ANALYTICS IN HUMAN SERVICES

April/18/2014

Prepared for:

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Request for Proposal Response To Design and Implement Decision Support Tools and Predictive Analytics in Human Services

Executive Summary

In the Narrative Following this executive Summary Ciber will address how we believe we can be of benefit to the County of Allegheny Department of Human Services.

Ciber is a technology services company that does a billion dollars a year in revenue annually. Ciber has over 7000 employees globally, and is headquartered in Greenwood Village, CO. Although we are headquartered in Colorado, we do have a number of local branch offices, including one in Pittsburgh, PA. Since our inception 40 years ago we have specialized in client focused solutions. Business Intelligence projects are overseen by the Director of Ciber's Business Intelligence Practice, Doug Fuller.

Doug has over 25 Years of financial services experience with the past 16 years focusing on Enterprise Planning systems.. He has been directly responsible for various projects ranging from managing development efforts to benchmarking reports. His expertise lies in planning, consolidation and business process reengineering solutions. He has a strong understanding of products in the enterprise performance management and business intelligence space.

In addition to Doug's oversight there will also be the need for at least one developer, and one ETL person. The development for this project will be provided by Dave Earley, David has been a Ciber Consultant since 1996, and is proficient across many languages, platforms, and applications. The ETL work will be handled by Catina Short, who has extensive experience in application management and implementation.

Ciber has not partnered with any subcontractors for this proposal, and will be looking to collaborate with the human services practitioners within DHS to deliver predictive analytics for whatever questions are deemed most important.

The goal with the project is to collaborate with the DHS to deliver an enterprise reporting tool capable of generating predictive analytics for important human services questions. The solution we have proposed is to integrate the DHS data warehouse with the QlikView Dashboarding tool. Through a collaborative effort with DHS we will then put together the reports necessary to generate predictive analytics for human services.

Following the construction of those reports Ciber has also proposed a means by which to provide training and knowledge transfer to provide for the best possible user acceptance from DHS.

The necessary infrastructure and manpower to complete the project we have proposed would require a budget o

Narrative

Organization Overview

Who is Ciber? And what is our experience creating effective predictive analytics?

Ciber works across virtually every industry, including the public sector, and we have been engaging in projects like this for the last 40 years. Ciber was founded to help businesses and organizations translate their research into practice. In 1974, programmer analyst Bobby Stevenson and two additional partners recognized a need for technical experts who could help companies keep up with the fast-evolving world of computer technology. The trio founded CIBER, which was an acronym that stood for "Consultants in Business Engineering Research." In short, projects like this are why Ciber was founded.

Through our extensive experience we have developed business practices that have led to a very high customer satisfaction. The first ever Ciber customer is still a Ciber customer and nearly 97% of the Ciber clientele base says they would recommend us, which is indicative of Ciber's ability to truly partner with clients.

The Ciber Approach to predictive analytics

In our approach to BI we believe the first step and the foundation of a solid enterprise BI plan is a Business Intelligence Strategy. The Roadmap then directs the company towards the ultimate goal of having a "single version of the truth" for trusting corporate data. Once the foundation is properly laid, the company can advance to predictive analytics. The creation of a BI Strategy includes a high-level analysis of the current state environment, a discussion of the desired future state needs, and results in a best-practice recommendations and a strategic roadmap for building out an Enterprise Analytical Reporting solution.

For the past four years, Business Intelligence and Analytics have been named in the top five initiatives for CIOs according to a yearly Gartner poll of CIOs. Business leaders are driving technologists to help bring a competitive advantage through efficient and effective use of one of the company's greatest yet under-utilized assets: its data. The ability to turn raw data into knowledge for decisions is the art and science behind BI.

Experience matters when a company begins to properly develop an enterprise data strategy that will gain the confidence of the users enough to be adopted. There isn't one 'off-the shelf' BI solution that is right for every organization. The "artistry" comes in the form of practical experience, best practices, and proven methodologies; the "science" comes with the knowledge and recommendation of current tools.

What BI tools can Ciber assist with?

Ciber is currently partnered with a number of different Independent Software Vendor's that have BI offerings including Cognos, Hyperion, and Qlikview. Nearly every development project Ciber works on is viewed by Ciber as collaboration. Our goal is not simply to take an inventory of your existing programs, get a sense of where you want to be, and then draw the straightest possible line between the two. Ciber's approach to development is a lot more client focused than that. We want to make the tools we develop for you fit with your individual business processes and needs.

The Ciber approach to collaborative development

In developing tools of this kind Ciber uses an agile methodology known as the "scrum" approach. The scrum approach involves putting together a team composed of people from all different segments of a client's organization, and partnering them with the Ciber consulting team. Unlike other development processes that are often times more ridged and driven by milestone meetings at specified intervals, the scrum approach allows for a much more fluid ongoing conversation, which makes for better development.

In leveraging the scrum approach the Ciber development team is able to get answers to questions essential to development in real time, rather than guessing at the best course of action and finding out if we had guessed correctly at a milestone meeting that may be weeks away. Because we are in constant communication throughout the development processes the scrum approach also allows us to do our Quality Analysis throughout the development processes. This means that we are working out issues as we develop, which means our client is constantly aware of how we are developing, which in turn means there won't be many surprises when we arrive at the final phase of development. Our goal is that when we are done developing, and it comes time to sign off on the completion of the project that our client is already fully aware and happy with how everything works.

sector entities in adjacent spaces. Perhaps the best example of the work we have done with human services practitioners, particularly when it comes to Business Intelligence was with the County Social Services Agency.

In County Ciber has implemented a challenging Business Intelligence and Enterprise Data Warehouse solution for the County Social Services Agency in County Social Services Agency's CIO applauds the Multi-functional implementation which provides unique dashboard views of executive-level Social Services Case Management information for Social Services Agency decision-makers, supported by drill down to detailed information needed by intermediate management and individual case workers. SSA is leveraging the BI tools to help administer these programs, run and manage the day-to-day operations, and fulfill mandates and requirements to keep SSA in compliance.

Ciber does have experience working with human services practitioners, as well as other public

had a vision of a Case Manage	ement Business Intelligence System that	could
provide an integrated and clear view of agency	y operations and enable the entire organiz	ation to
better serve its clients. With the setting of	as a backdrop, the	County
Case Management system needed to be a living	g example of innovation for operational	•
excellence. Ciber has worked wit	County for over 10 years, but began to	
collaborate on this project in 2008.	•	

The collaboration between SSA and Ciber yielded a system that provides:

- Performance management dashboards for executives, administrators and managers
- Operational reporting for case workers
- Ad hoc analytics for research, evaluation and statistics
- Fraud detection, program integrity and compliance reporting
- Cross-program reporting and analysis via an enterprise data warehouse

Future initiatives will incorporate:

- Comprehensive financial and HR reporting
- Integration tools for eligibility review of programs, departments and agencies

Ciber developed and implemented an Enterprise Data warehouse and Business Intelligence system for Social Services Agency Case Management. A multi-phase, iterative approach was taken to deliver incremental functionality to meet requirements. The system enhances the ability to integrate various data sources with the goal of more fully understanding the interrelationships between agency programs and the dynamics that drive its caseloads and program outcomes. It also improves access from the web for data analysis and management of business performance metrics. The warehouse and business intelligence layers are used not only to improve analytical capability, but also to support agency-wide management information reporting.

Customized Performance Dashboards were provided to allow agency executives a clear and concise view of crucial data and Key Performance Indicators and support strategic decision-making capabilities.

Ciber's Performance Dashboards for Social Services demonstrated the utility of harnessing Business Intelligence to transform data into insight. Local Government organizations can develop forward-looking agency-driven IT plans with Ciber as a trusted advisor. The SSA EDW / BI project integrates data from a minimum of 11 different state and county business and source systems. The Business Intelligence Enterprise Data Warehouse platform is architected and built to support the Operational reporting and Business Intelligence reporting needs of the following departments which represent 80% of the entire County Social Services Agency:

- Department of Aging and Adult Services (DAAS)
- Department of Employment and Benefits Services (DEBS)
- Department of Family and Children's Services (DFCS)

Future plans will include integration of data from other departments, via data sources including PeopleSoft HR/Payroll and SAP for financial data. Ciber helped County Social Services Agency (SSA) reach its organizational goals to enable Case Management with increased access and a clear view of agency operations. SSA can reduce the complications of having users obtain different answers for the same question by having one version of the "truth". Furthermore, this infrastructure not only enables SSA to share information, fully understand the data inter-relationship, and reduce duplication of costs and efforts, but also empowers SSA stakeholders with self-service access to information, data analysis using drill-down capabilities, and management of key business performance indicators in real-time to make strategic decisions.

Working with the constructs of enterprise strategy, strategic initiatives, implementation, and refinement, there are two factors to consider: Business and Technical. Accounting for these factors within the process, Ciber can work to determine the best initiatives for our clients.

Ciber's Content Services Approach provides a fundamental construct to what needs to be accomplished. The first order of business is to look at the present/current state for your systems and processes. By looking at the present state and establishing an inventory, we can more easily qualify as well as quantify the task. In order to do this, Ciber must perform an inventory of the fundamentals of a content management system. These fundamentals are:

- Content
- Processes
- Architecture

This inventory provides a method so that Ciber can determine what we need to know. In addition, this process will help to drive us to defined delivery points for the content management solution.

We have developed a delivery methodology that encompasses four phases within the enterprise. Throughout these phases it is the business needs that drive the technology. As we progress, the phases become refined to a more granular level. Each phase can be broken into business initiatives and technical architecture. Therefore, it is the technology that underlies and/or supports what the enterprise is trying to accomplish.

Ciber, Inc. is a leading international systems integrator, providing solutions for internet strategy and development, complete life cycle system integration, with specialized solutions for midmarket leaders and many of the Fortune 500.

Ciber works with over 60 different partners including Microsoft, Oracle, SAP, Infor, and Salesforce.com. We specialize in providing the implementation, integration and support services components for each of these software solutions, but because we do not have ownership of these software products we partner with them to help deliver the desired result to the client. Many of the customers Ciber has partnered with user a number of different IT vendors to meet different organizational needs. The Ciber approach to working in such an environment is to remain focused on the customer and working with the existing vendors under the assumption that we are all there to serve the client to the best of our abilities.

Project Description

The goal with the project is to collaborate with the DHS to deliver an enterprise reporting tool capable of generating predictive analytics for important human services questions. To accomplish this goal we will need the help of Ciber's BI practice leader Doug Fuller, who has more than 16 years of experience with creating programs that provide predictive analytics (Doug's full Ciber profile is available in Resource Appendix). Doug will be working on site as the project manager, but will not be billing hours. In addition to Doug's oversight there will also be the need for at least one developer, and one ETL person. The development for this project will be provided by Dave Earley, David has been a Ciber Consultant since 1996, and is proficient across many languages, platforms, and applications (resume available in Resource Appendix). The ETL work will be handled by Catina Short, who has extensive experience in application management and implementation (resume available in Resource Appendix).

With assistance from DHS we will then put together our scrum and begin devising what questions need to be answered.

Based on the information we have gathered through the RFP and the associated question and answer period we have determined that the best application to proceed with for this project is Qlikview. Qlikview is powerful BI software where reports can be designed to generate predictive analytics in a very short amount of time.

The budget we will present within this RFP is based on approximately 5 QlikView tabs, 2 named user licenses, 5 document licenses, and about 25 reports. In order to deliver a project with that many reports it would take us approximately 6 weeks. However, should the scope of the project necessitate more tabs, reports, or licenses that we have anticipated additional hours for staff and licenses will be available at the same rates described in the budget.

After the project is completed Ciber will provide ongoing maintenance for the application as a managed service or part time staffing arrangement. Following the completion of the project it will be determined how much maintenance and/or additional development will be required on a yearly basis, and we will put a plan in place for the next 5 years. The resource will bill at for approximately 480 hours per year or 1 week a month.

The consultation and services Ciber will be providing is as follows:

- Implement Qlikview Dashboard
- Etl package to automate data connections
- Training
- Provide Documentation
- Knowledge transfer

Timeline:

Based on the budget we have provided the timeline to accomplish these initiatives looks like this:

Week 1 -

- Implementation Install the software and configure
- Security access Grant access to data sources
- Data connections Gather table and schema understanding for data needed

The first week we will look to implement QlikView, establish data connections with the DHS data warehouse, and ensure all DHS security requirements are being met by the new application.

Weeks 2/4 -

- Dashboard design Tabs, Containers, and Charts
- Etl Automate the data loads from the source data to the Dashboard

Week 5 -

- Testing Data connections and access points
- Data validation Ensure data is accurate and consistent

In week 5 we will undergo the formal testing period and data validation for the new QlikView Dashboards and reports, and validate that everything is working correctly.

Week 6 -

- Training Train end-user (Train the Trainer Approach)
- Documentation Data flow and Maintenance Process
- Customization Small adjustments to dashboards through requests

In week 6 we will provide the knowledge transfer including staff training on QlikView as well as documentation.

References:

For each of the references listed below I have included contact information for a Ciber contact that will then provide you with the appropriate information for the Ciber client that will be providing the reference. We have provided references this way for two reasons. First, we want to know exactly who is reaching out to Ciber clients and the nature of the questions that will be asked. Second, we want to ensure that your outreach to these Ciber clients goes as smoothly as possible, and these key account contacts will assist with facilitating a dialogue between DHS and the Ciber client providing the reference.

possible, and these key account contacts will assist with facilitating a dialogue between DHS and the Ciber client providing the reference.
Client Name and Location: County Social Services –
Affiliation Relevant to this project:
Ciber developed and implemented an Enterprise Data warehouse and Business Intelligence system for Social Services Agency Case Management. A multi-phase, iterative approach was taken to deliver incremental functionality to meet requirements. The system enhances the ability to integrate various data sources with the goal of more fully understanding the inter-relationships between agency programs and the dynamics that drive its caseloads and program outcomes. It also improves access from the web for data analysis and management of business performance metrics. The warehouse and business intelligence layers are used not only to improve analytical capability, but also to support agency-wide management information reporting.
Ciber Contact:
Client Contact:
Client Name and Location:
Affiliation Relevant to this project:
The Client was in need of creating a pool of highly strategic and difficult to find BI experienced resource to help the newly formed ICE (Integration Center of Excellence). Ciber selected due to its strength and reputation in its BI and data integration along with its fresh focus and client focused partnership approach. Ciber's BI and Data Integration Practice was well-positioned to find, screen and pipeline resources efficiently. The Managed Services Pool is called "Ciber Pool' by the Client and is viewed as highly successful with its rapid and continuous growth and ongoing funding by the enterprise.
Ciber Contact:
Client Contact:

Client Name and Location:	Department of Public Health
Affiliation Relevant to this project:	
for retrieval of data. Ciber enhanced the DPH generated by the Eos software application de	on of a relational database that has been optimized H reporting processes, from the transactional data eployed into the EOHHS Virtual Gateway, by m which ADA compliant ad-hoc and regularly

Ciber Contact:		
L'ibar L'antact		
CHOCK COHIACL.		

Terms and Conditions

Ciber, Inc. ("Ciber") has conducted an initial review of Request for Proposal - To Design and Implement Decision Support Tools and Predictive Analytics In Human Services (the "RFP") issued by the Allegheny County Department of Human Services ("DHS"). Ciber's proposal does not create a binding obligation between the parties or constitute acceptance of any of DHS's terms or conditions. All terms, including but not limited to, contract terms, prices, rates, schedules and specifications, are subject to negotiation until agreed to and incorporated into the final written agreement executed by both parties.

Ciber proposes using the attached form of Master Services Agreement for contractual terms and conditions to be mutually negotiated between Ciber and DHS. Ciber proposes that in the event of a conflict among the contractual documents, the following is the order of precedence: (i) the Statement of Work or SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), as mutually agreed to between the parties; (ii) the Master Services Agreement, as mutually agreed to between the parties, and (iii) any purchase orders and supplemental agreements.

In line with professional practices, Ciber has depended upon the accuracy of the information provided by DHS to estimate and price the scope of this work. Incomplete, inaccurate or erroneous information may cause an increase in contract price and schedule. If, during the execution of this engagement, unforeseen conditions are discovered that materially affect the original scope of work, Ciber retains the right to negotiate budget, schedule, or scope changes, or terminate this agreement, without penalty.

Ciber's proposal does not create a binding obligation between the parties or constitute acceptance of any of DHS' terms or conditions. All terms, including but not limited to, contract terms, prices, rates, schedules and specifications, are subject to negotiation until agreed to and incorporated into the final written agreement executed by both parties.

Ciber can provide a copy of our General Liability blanket additional insured endorsement which would include DHS as an additional insured on our policy per the terms of the resulting contract.

Ciber will comply with data security and privacy laws applicable to the services to be provided by Ciber and will maintain protected information in confidence. Ciber proposes that the resulting contract include that DHS is responsible for implementing all physical, electronic, technical and administrative, safeguards required by applicable law for its facilities, operations, policies, and data, and for prudent business practice sufficient to ensure protection of the security, privacy and protected information provided to Ciber. If Ciber will be handling, storing, or accessing protected information, Ciber requests the opportunity to negotiate a written data privacy/data security plan that sets forth the agreed safeguards.

In the event that Ciber is awarded a contract by DHS, no terms of any agreement to which Ciber is a party shall be deemed agreed to unless and until all such terms (together with any referenced attachments or exhibits) are mutually agreed to in writing between Ciber and DHS.

For the services proposed under this RFP, Ciber does not anticipate any of its employees having financial responsibilities related to the receipt and disbursement of DHS funding.

Budget Description

The budget below is based on developing approximately 5 QlikView tabs, and approximately 25 reports, and approximately 6 weeks of developing time. Depending on how many QlikView licenses are required, and how many tabs and reports are ultimately needed to make this project complete, the figures you see listed in the budget may be subject to change. However, any additional licenses or billable hours would be at the same listed rate listed in the budget.

The product component of the budget includes:

- 1 QlikView Enterprise Edition Server to host the QlikView Software at a cost of
- 1 QlikView Publisher to do the visualization and provide qvd's at a cost of \$

In addition to the infrastructure costs there are also a few licenses that will need to be purchased. We are anticipating the need for:

- 2 Named User Client Access Licenses (CAL) for a one time cost of \$2,700
- 5 QlikView Document CAL's at a one-time cost of \$1,750
- QlikView standard support for \$10,546.80 yearly

Staffing is the next component of our budget proposal. While Doug Fuller will be overseeing this project he will not be billing hours.

- We will have a ETL person on site billing /hr, 40 hours a week, for 6 weeks, totaling 000.
- There will also be an off-site Developer billing hard/hr, 40 hours a week, for 6 weeks, totaling hard.
- Because Doug and the ETL resource will be on site, they will also require week for travel expenses.

Lastly, Ciber will provide ongoing maintenance for the application as a managed service or part time staffing arrangement. Following the completion of the project it will be determined how much maintenance and/or additional development will be required on a yearly basis, and we will put a plan in place for the next 5 years.

• The resource will bill at for approximately 480 hours per year.

Based on our current projection the total budget for this project would be

INFRASTRUCTURE			
Product	Qty	Pric	е
QlikView Enterprise Edition Server	1	\$	35,000
QlikView Publisher	1	\$	21,000
END USERS			
Qlikview Named User CAL	2	\$	2,700
(\$1,350 ea)	_	Ť	_,
QlikView Document CAL	5	\$	1,750
(\$350.00 ea)	3	۲	1,750
	Software Total	\$	60,450
Staffing			
Developer	1	\$	
ETL Resource	1	\$	
Ongoing Support Yearly	1	\$	
Weekly Travel Costs	12 (2 people, 6 weeks)	\$	
Staffing Total		\$	
SUPPORT			
QlikView Standard Yearly	1	\$	10,547
	GRAND TOTAL	\$	

Reference Appendix

Ciber Employee Resume's



PROFESSIONAL SUMMARY

- Over 25 years of financial services experience with the past 16 years focusing on Enterprise Planning systems such as Cognos Planning and TM1.
- Directly responsible for various projects ranging from managing development efforts to benchmarking reports.
- Roles include large-scale manufacturing, transportation, county municipalities, aerospace engineering, and insurance companies.
- Expertise lies in Planning, Consolidation and Business Process reengineering solutions.
- Strong understanding of products in the enterprise performance management and business intelligence space.
- Problem solver oriented, results driven, with effective customer relationship and strong team building skills.
- Core Competencies:
 - o Large Company Budgeting/Forecasting Processes and Reporting.
 - o Business Requirement and Analysis.
 - o Solution Architecture, Design and Implementation.
 - Cognos Planning/TM1 role PM, Business Lead, Admin, Support, Corporate Trainer, and Consulting.
 - Global Consolidations and Financial Reporting Solutions.
 - o Business Process Reengineering.
 - Program Manager Multiple major multi-million dollar projects for implementations involving Cognos Planning (100+) Upgrade and New Development of TM1 (6), Software Selection (4), Business Process Reengineering (7).
 - Leader in Accounting Methodology of Activity Based Costing.

RELEVANT EXPERIENCE

County Municipality Project Manager

- Managed the implementation of Cognos/TM1 Planning with integration to Cayenta system. The engagement involves the replacement of an internally developed planning and forecasting system.
- Involved in streamlining and evaluating key business changes in methodology and processes.
- Insured training and knowledge transfer was passed on to business unit for self-sufficiency.
- Prepared all necessary maintenance documents for references.

International Port

Lead Finance Business Project Manager

- Led and managed for the implementation of both the Cognos Planning models and the upgrade to TM1 application.
- Worked closely with the business unit to develop a deep understanding of the business and processes.
- Gathered information from multiple sources to a metadata warehouse for reporting.
- Focused on improving the details of the budgeting and forecasting beside their appointed personal.

Leader in Aerospace Engineering Lead Developer

- Led the End to End implementation of Cognos Planning process including the methodology to merge two major aerospace manufacturing companies with decades of embedded trends and habits.
- Played the role as Project Manager to ensure the detailed schedule was accurately updated and risk levels assigned by task.

Douglas Fuller - BI/Analytics Consultant



Insurance Company Project Manager and Lead Developer

- Functioned as a Project Manager and Lead Developer, Maintenance and Trainer of the Cognos Planning models. The purpose of the engagement was to enhance and roll the current model for the upcoming budgeting/forecasting process.
- Coordinated DTL packages for importing data and the resources for around reporting.
- Responsible for training to new end users and super users as required.

World Leader in Hydraulic Lifts *Project Manager*

Responsible for the upgrade and training of the power users. Enabled the business unit to maintain their self-sufficiency going forward

EDUCATION

Bachelor of Science: Accounting; Belmont Abbey College, Belmont, North Carolina



PROFESSIONAL SUMMARY

- Seasoned, Dynamic, and Accomplished professional with extensive experience in management and implementation, complemented with broad-based knowledge from exposure to various fields including information technology, data conversion, and project management.
- Adept in business planning, needs analysis, process improvement and risk assessment combined with proven track record of success in managing and leading data related projects.
- Able to handle pressure without compromising quality of service.
- Accustomed to handling complex operational tasks, resolve complex problems, and recommend processing and technology changes.
- Self-starter and analytical thinker, with impressive problem analysis and decision making skills.
- Display outstanding interpersonal, negotiation, and communication skills essential in creating harmonious relationships among clients and co-workers.
- Core Competencies: ETL Designing, Data Integrations Project, Business Intelligence Developer, Data Analysis, Data Modeling, Data Management, Project Planning, Report Developer, Database Administration, Data Warehouse Development, Business Process Implementations, Process Improvement, Strategic Planning, Multi-site Implementations, Client Relations, Organizational Leadership, and Multitasking Ability
- Recognized as subject matter expert (SME) with Information Technology.
- Spearheaded projects within other departments, from planning through execution.
- Recognized as having the aptitude and have shown the ability to provide subject matter expertise on ETL systems design and protocols.
- Lead projects by giving architectural vision and technical leadership for several strategic of large data initiatives.
- Facilitate the creating data definitions, and other related metadata, and providing detailed source-to-target mappings for the ETL development team.
- Solid understanding of transactional and information systems, data warehouses, data marts, ODS, MDM methodologies and life cycles.
- In charge of identifying and developing data quality standards, procedures and metrics.
- Developing and documenting a Data Management Plan for solutions, with a focus on data integration and data-flow between partner applications. Maintain a system go-live plan with all data and integration points.
- Participating in design reviews of solutions with structured and unstructured data. Solutions may cover diverse topics such as data integration, data flow, data warehouse, business intelligence, content management, document management.
- Implemented mechanisms that played major role in setting and managing expectations to ensure ongoing control of program, including but not limited to kick off meeting, program approach, risk management, issues management, and change control.
- Accountable for the development and maintenance of all scope related documentation starting with the Scope Definition Document, requirements documentation for traceability and change control, and creation of business process documentation.
- Led various project evaluations and selections of the software that will be included in the technical architecture.
- Created extensible data acquisition and integration solutions to meet business' functional and nonfunctional requirements.
- Experience in Data Warehouse design and implementation.
- Sound knowledge of relationship databases technology of SQL Server and Oracle.
- Experience in big Data and Master Data Management.
- Experience Financial Systems integration.

Affiliations:

- Member, Project Management Institute
- Member, Emerald Coast PMI (Mobile Chapter Selected as Director of Communication and Public Relations)
- Member, Oracle Gulf Coast Group

Catina Short - Data Architect



- Member, IIBA International Institute of Business Analysis (IIBA of Gulf Coast Charter Coordinator)
- Member, Florida Chapter of the Data Management Association (DAMA)
- Relational Database: Oracle 10g ,11g , 11g RAC| SQL Server 2005 and 2008 | MS Access | DB2
- ETL Software: SQL Server Integration Service (SSIS), SQL Server Report Service (SSRS), DataStage, and Informatica
- Server Environment: Window Server 2003, Window Server 2008, Window Server 2008R2, and Linux
- Applications: Microsoft Office Suite, Visio | Projects, Primavera and STAMP
- Data Model Tool: Embarcadero Data Architect | MS Visio
- IDEs: Visual Studio 2005 and 2008 and 2010, Web Expression, Dreamweaver, SQL Developer, TOAD, Eclipse, and AQT
- UML Tools and Others: IBM Rational Collaborative Lifecycle Management (Jazz) |CaseComplete, and ArgoUML
- Programming Languages: VBA, VB.NET, C#.NET, SQL | T-SQL, PL/SQL, HTML, and ASP
- Tax Systems: Creative Solutions Ultra Tax Suite
- Accounting Systems: Peachtree, Platinum, QuickBooks, SAP, and (non-profit) BlackBaun
- Payroll Software: ADP, PayChex, Gorri-ReganTimekeeper, and Kronos systems Awards:
- Associate of the Month in Grand Casino Gulfport, 2004.
- Super Star of the Month, 2001.
- Second Change Scholarship, 1992.
- Recognition for Perfect attendance in Continental Cablevision, 1992.
- Outstanding Student of JTPA Program Northridge Hospital, 1991.

RELEVANT EXPERIENCE

Ciber, Orlando, FL Senior Business Intelligence Consultant, Data Management

2012 - 2014

While engaged at Disney:

Provide value to the Data Management team by supports the transition of the Initiate instances for development, testing and production. Responsible for high level implementation, data management, data conversion plans and data validation process models. Collaboratively work with teams outside the architecture and development area to ensure successful solution implementation. Create data artifacts including detailed technical designs, program code, scripts, data interfaces and communication structures within the IBM Rational Jazz tool suite. Develop data integration/ ETL approaches, guidelines and best practices that can benefit the IT and DA teams and contribute towards improvement process of ETL design. Develop the model for the Data Management team in designing development standards and building an integration framework design model using tools such as SSIS and Informatica.

- Demonstrated track record of strong database analysis, data access design and implementation capabilities.
- Demonstrated and performed proof of concepts. Unit test all development deliverables to ensure completeness and high quality.
- Created system for capturing, reporting, and correcting error data.
- Translated technical specifications, and/or logical and physical design into code for new or enhancement projects (for internal or external clients).
- Developed code that reuses subroutines or objects, is well structured, includes sufficient comments, and is easy to maintain.
- Elevated code into the development, test, and Production environments on schedule.
- Provided follow up Production support when needed.
- Translated business requirements to determine appropriate data need and reporting solution.
- Developed the test plans and procedures to test the Initiate implementation; providing MDM requirements support to the design and development team during the initiate implementation; and reporting status.

Catina Short - Data Architect



- Participated in systems analysis activities, including system requirements analysis and definition, for example prototyping, and logical and physical design.
- Participated in other meetings, such as those for use case creation and analysis.
- Provided leadership to team members and projects on data analysis and conversion processes.

ITT Technical Institute, Lake Mary, FL Adjunct Instructor

2011 - 2012

Provide education and familiarize students regarding information technology areas, such as Business Concepts, Visual Basic 2005 and Windows Server 2008. Providing foundational knowledge in object-oriented data-driven programming language in a classroom setting from approved curriculums; render basic knowledge in Active Directory, detailed network protocols, and file and directory security to students and giving students a complete understanding of the SDLC by doing case study and gathering project requirement. Create daily lesson plans and encourage students to participate all throughout the learning process. Efficiently organize and write reports and presentations with technical nature.

- Contributed in school retention initiatives through delivering and guaranteeing accurate and timely feedback to students and the school with regard to their academics, behavior, and attendance.
- Acquired adeptness in network systems administration, network architecture, TCP/IP, Windows based server, and client environments.

Strategic Staffing Solution, Charlotte, NC Technical Consultant/ETL Developer, Lead Data Architecture

2010 - 04/12

While engaged at Well Fargo Bank:

Deal with database architecture, design, integration, and data modeling; assess existing data conversion plans; and create comprehensive plans that provide consolidated overview of the data conversion requirements, strategy, and approach needed for the successful implementation and migration to production. Conduct various functions, including but not limited to monitoring of legacy source data to SSIS; generating data taxonomy and thesauruses; supporting data reconciliation and validation; and efficiently managing and resolving gap analysis and error correction. Generate written data migration/conversion plans and data model specifications to achieve and finish project business, system, and data requirements. Oversee the identification and documentation of all interfaces and source systems that needs data conversion, as well as the inventory of data elements and classification associated metadata, while assessing data structures, data volumes, data quality, and issues pertinent to data quality for the agency legacy systems. Generate star schemas/dimensional data model.

- Acquired in depth knowledge of physical database design and development including performance tuning in a SQL Server environment using Transact SQL DDL/DML.
- Designed and implemented the underlying extract-transform-load (ETL) structures in tools such as SSIS and Informatica to support the new IT services reporting.
- Took charge in developing data analyst deliverables in conjunction with lifecycle methodology, individual project schedules, and data governance team activities.
- Led the development and implementation of systems used for identifying, cleansing, extracting, reconciling, transforming, mapping, loading, and validating legacy and converted data with tools SSIS and Informatica.
- Designed and developed ETL packages, store procedures, configuration files, tables, views, and functions using SQL programming; implement best practices to maintain optimal performance.
- Carried out functions including writing T-SQL, working on DTS, SSIS, creating indexed views, complex stored procedures, effective functions, and appropriate triggers to facilitate efficient data manipulation and consistency.
- Granted technical expertise, support, and supervision to several client groups and less experienced staff with strategic solutions, influencing long-range internal and enterprise-level data or database architecture and management strategies to help them improve their productivity.
- Refurnished and systematized all required data elements to logical data record to address issues through mapping logic and business rules.



Developed end user documentation and training materials

Aptitude Solutions, Maitland, FL Senior Data Conversion Specialist

2011 - 03/12

Primary hold responsibility in table/column/data type mapping, requirements definition, application development, and testing and verification of data transfers. Interface with new clients in order to convert their database, from flat files, MySQL, Access database, Oracle, and others throughout the company platform through analyzing data and writing scripts and views. Act as main person liable for data projects of new clients and to internal trainers and project managers for data migration project tasks. Develop, modify, and optimize SQL scripts for new stored procedures for different ETL data warehouse tasks. Support database backup, recovery process to DEV, Functional, and Performance environments. Utilize modern RDBMS concepts and tools (SQL Server 2005 | 2008) and VB.NET.

- Conceptualized and generated SSIS packages using SSIS 2008.
- Created report collection of service performance reports, allowing IT management access to all metrics and KPI*s in one place.
- Led the development and improvement of SQL scripts/ stored procedures for different ETL data warehouse tasks, which used to report on data warehouse via cubes and SSRS.
- Devised migration/conversion designs that meet the project's business, system and data requirements.
- Gained basic data modeling skills including an understanding of star schemas/dimensional data model and SQL tuning experience facilitating multiple types of indexes, analyzing plans, creating aggregate tables and materialized views.

Universal Personnel, Pascagoula, MS QM Technical DB Analyst/Project Coordinator, Global Team

2006 - 2010

Held accountable for collecting and designing business data and executing root causes analysis. Led a cross-functional team in data gathering, observing operations and workflow, and mapping business processes to create recommendations for process improvement in creating global enterprise system quality assurance and quality control of Chevron. Acted as primary point of contact assigned to supervise internal and external client and conduct discussions concerning different groups; negotiated and built consensus with stakeholders and technical teams. Generated business project plans and set schedules while ensuring within budget limits, ranging from \$200K to \$1M including classifying and documenting necessary requirements.

While engaged at Chevron Refinery:

- Created UML diagrams the ArgoUML software for the project team for QA/QC global database; used MS Visio program in creating models and UML diagrams.
- Introduced graphical user-interfaces in MS Access, ASP, and ASP.Net; gained knowledge in setting-up CSS web.
- Played a vital role in improving metrics that provided data for process management and indicators for future improvement opportunities in daily QM activities.
- Served as key instrument in the successful development of business strategies to devise and introduce technology tools.
- Utilized CaseComplete software for global and software projects.

Kelly Service Accounts Payable and Payroll Clerk

1992 - 2005

While engaged at Frank Medical Center:

Long Resource
Accounting Consultant

1992 - 2005



While engaged at INEOS Phenol:

Grand Casino Gulfport
Revenue Auditor/Trainer

Crystal Inn
Hotel Night Auditor

Short Tax Time
Owner

Spherion
Loan Analyst

1992 – 2005

While engaged at Hancock Mortgage:

CERTIFICATIONS & TRAINING

- Certification in Project Management; Regis University, Denver, CO
- Agile Approach to Requirement, Modeling; Florida DAMA
- Enterprise Architecture Framework; Zachman Institute DAMA
- Oracle PL/SQL Developer; LearnIfirst
- CranSoft DW, EZMAP, Cranport and Methodology Training
- Window Server 2008 Networking Infrastructure Configuration MOAC 70-642; Microsoft
- Window Server 2008 Windows Server Administration MOAC 70-646; Microsoft
- Project Management Managing Difficult Projects; PMI
- SQL Server Integration Service 2008; LearnItfirst
- SQL Server Integrations Service 2005; Webucator
- ASP/ASP Advance; Webucator
- OIBEE Introduction: Chevron
- Maximo Trainer; Chevron and EAM Project Team
- Scrum Project Training: Scrum Training Instructors
- Oracle Enterprise Manager; Oracle Group

EDUCATION

 Bachelor of Science: Computer Information Systems, Specialize in Software Engineering, Minor in Business Administration; Regis University, Denver, CO



PROFESSIONAL SUMMARY

- Experienced data architect, data analyst, logical data modeler, data warehouse designer, business analyst, quality assurance specialist, and team lead.
- Broad experience in banking, insurance, telecommunications, energy, and pharmaceutical industries; and in mainframe, client server, and web-based environments.
- Communicates effectively with business and technical experts for gathering requirements and developing solution options.
- Significant Oracle and SQL Server database expertise.
- Oracle Database 10G Administrator Certified Professional.
- Skilled QlikView Developer.
- Technical Experience: QlikView 11, SQL, PL/SQL, VBA, Oracle9i, Oracle10g, Oracle 11g, SQL Server 2005, SQL Server 2008, DB2, Unica Campaign, Informatica PowerCenter 7.1.2, Embarcadero Studio 7.1, ERwin 7.3.8, PowerDesigner 12.0, Toad 11, Brio 5.5, Excel, Word, and MS Visio

RELEVANT EXPERIENCE

Ciber, Inc. Senior Consultant

11/13 - Present

While engaged at ThyssenKrupp Materials, AARP, Biogen Idec, and CalSTRS:

- Develop QlikView Business Intelligence dashboards enabling clients of Ciber's managed services to monitor SLA's, key performance indicators and other project metrics.
- Develop QlikView dashboards for Ciber's own strategic planning.
- Support Ciber's QlikView production environment.

Acxiom Decision Support Analyst

08/13 - 11/13

While engaged at General Motors:

- Provided development, operational and analytical support of General Motors marketing campaigns.
- Used the Unica Campaign tool to develop and execute campaign projects.
- Leveraged expertise in SQL, Oracle and Toad for managing and analyzing campaign data and ensuring quality delivery.
- Researched and troubleshot issues in daily operations.

Ciber, Inc. Senior Consultant

07/96 - 08/13

While engaged on internal projects from 05/13 - 08/13:

- Developed QlikView business intelligence assets supporting pre-sales initiatives and Ciber's strategic analysis. This was part of ongoing QlikView development work starting in 2012, which includes client proof of concepts, pilots, and implementations.
- Clients have included a national warehouse grocer, a major utilities provider, and a global financial transaction provider.

While engaged at Wyndham Vacation Ownership (WVO) from 04/13 - 05/13:

- Involved in a large project for replacing WVO's Inventory and Reservations systems, documented gaps and remediation approaches regarding WVO's current data environment and WVO's requirements for future capabilities.
- Participated in business requirements sessions, reviewed databases, and analyzed application data access strategies for enhancement opportunities.
- Included findings and recommendations in Ciber's assessment deliverables to WVO.



While engaged at Promontory Financial Group from 10/12 - 01/12:

- Led the development of a SQL Server data mart for analyzing financial document processing activities.
- Facilitated meetings identifying reporting requirements, data sources, and transformation rules.
- Designed the data structures, and implemented and loaded the development tables.
- Developed the ETL job specifications.

While engaged at Del Monte from 09/12 – 10/12:

Gathered the business requirements, and delivered the business requirements document (BRD) for improved data integration supporting Del Monte's product sales analysis. The BRD is part of a master data management and integration initiative designed to improve Del Monte's management of customer, product, and sales data.

While engaged at Rio Tinto from 03/12 – 05/12:

Rio Tinto is a global supplier of minerals used in manufacturing glass, ceramics, fertilizer, detergents and other products.

Expedited the production roll-out of a critical web-based pricing application by analyzing and revising a range of SQL Server stored procedures used in controlling the system workflow, and in reporting. Rio Tinto is a global supplier of minerals used in manufacturing.

While engaged at Duke Energy 04/09 - 01/12:

- Provided data analysis, database design, and data mapping support to multiple concurrent development projects.
- Produced conceptual and logical data models in ERwin, and provided DDL scripts defining and modifying SQL Server databases.
- Facilitated data mapping sessions between Duke and a third-party vendor, as part of an evaluation of the vendor's distribution management system.
- Developed and ran SQL DML scripts for identifying and removing data duplication in a complex asset management database feeding accounting.
- Enhanced the operational database, data mart and data warehouse supporting Duke's pole inspection system, and loading metadata supporting the rules-engine using to validate the answers vendors provide on pole inspection forms.
- Produced the physical database design for a new contract and specialty lighting system, this is now in production.
- Reverse engineered an Oracle data mart being retired into SQL Server and used SSIS to ETL the data from the Oracle database to the SQL Server copy. The migration includes three schemas, over a hundred tables, and over 467 million rows of data.
- Authored the workforce hub configuration framework document, describing the tools, files and databases used to control run-time operation of batch processes, web applications, and reports against the workforce hub (Human Resource) ODS/DW databases.
- Developed and presented options for managing configuration meta-data in the workforce hub ODS/DW in 2012. Performed a gap analysis between Duke's current ODS and an interim ODS/DW release in 2011, and developed the ERwin model of the new ODS tables for 2012.

While engaged at HD Supply 10/08 - 01/09:

HD Supply, one of the largest wholesale distributors of construction and maintenance products, recently transitioned to Oracle 10G and Sybase's PowerDesigner for supporting its BI/DW environment.

Used PowerDesigner, designed and documented database tables supporting a variety of BI/DW database solutions for Oracle 10G. This enabled HD Supply to significantly reduce its BI/DW backlog without increasing its IT staff. HD Supply is one of the largest wholesale distributors of construction and maintenance products.



While engaged at Lowe's from 06/08 - 08/08:

Documented Lowe's business rules for matching and merging customer data and described how these rules will change in support of Lowe's future vision. Lowes used the document in improving its customer data management technology and processes.

While engaged at Wolters Kluwer Health (WKH) from 05/07 - 03/08:

WKH gathers pharmaceutical sales data and markets to pharmaceutical manufacturers.

Supported a large software development project at Wolters Kluwer Health (WKH).

Identified where pharmaceutical sales data was stored in legacy systems and recommended options for transforming the data into the new IT environment.

 Wrote ETL specifications and developed a working prototype for loading drug dimension data from a normalized operational data store database into a dimensional data warehouse.

While engaged at Universal Services Administration Company (USAC) from 02/07 - 05/07:

Wrote an assessment of the database environment supporting USAC's Rural Health Care Program and made recommendations for future enhancements. The assessment included an entity-relationship diagram (ERD) spanning Rural Health Care, and a gap analysis between the ERD and USAC's existing physical data structures.

USAC used the assessment to establish its future direction for managing Rural Health Care data.

While engaged at Sallie Mae from 12/06 - 12/06:

- Converted numerous logical data models from ERwin to ER/Studio as part of a tool migration initiative.
- Developed a routine and user interface for automatically generating standardized relationship names in the ER/Studio models.

While engaged at Universal Services Administration Company (USAC) from 10/06 - 11/06:

- Participated in scoping sessions held by a prime contractor proposing to revamp USAC's Schools and Libraries program.
- Advised USAC management in evaluating the contractor's approach to data integration.

While engaged at The Mayo Clinic from 02/06 - 08/06

- Facilitated JAD sessions and developed the data models for a data warehouse and data mart designed to improve the scheduling of patient appointments.
- Maintained the data models in PowerDesigner, and developed the source to target maps and transformation rules for loading the data.

While engaged at Verizon from 11/05 – 01/06:

- Wrote an assessment of a pilot data warehouse of tax data for the corporate tax systems department.
- Authored the user training manual for using the accompanying application. The manual included a description of the overall system workflow and detailed instructions on how to use the specific system functions.

While engaged at NDCHealth from 12/04 – 10/05:

- Documented the inter-relationships between NDCHealth systems and data; and analyzed Oracle and DB2 databases for privacy risks associated with HIPAA rules and NDCHealth's contractual obligations.
- Used ER/Studio for capturing and documenting the data used in various systems.

While engaged at UnitedHealth Group from 02/03 – 12/03:

- Involved in part of a BI initiative, worked with subject matter experts to identify metrics for evaluating how effective UnitedHealth Group's customer web site was in reducing customer calls to UnitedHealth Group representatives.
- Provided analytical and programming support to various mainframe projects.



While engaged at Commonwealth Business Media, Inc. from 10/02 – 01/03:

- Analyzed data requirements on a project for automating the consolidation and reporting of U.S. customs import and export information to subscribers of this service.
- Employed use cases to capture and document the requirements for the system developers.
- Maintained the logical data model in MS Visio, and developed SQL and PL/SQL routines to transform and load reference data from legacy sources in the new system.

While engaged at Merck & Co., Inc. from 06/01 – 10/02:

- Mapped users' reporting requirements to a data warehouse of accounts payable data as part of a conversion to J.D. Edwards.
- Met with a number of user organizations and technical personnel, studied the existing data warehouse and reporting tools, and developed a mechanism in MS Access to automate the gap analysis. Also wrote the guide for user acceptance testing the reports.
- Supported a web-based application, which Merck's worldwide subsidiaries subsequently used to negotiate the prices they charge each other for drug-related products.
- The application dealt with complex business rules and the challenge of coordinating updates to a number of separate databases.
- Wrote the functional test plan and authored comprehensive user manuals both for headquarters and the subsidiaries, worldwide.

While engaged at Independent NECA Services (INS) from 09/99 – 05/01:

- Involved in a large, web-based project designed to improve the handing of billing information between local exchange carriers and long distance providers, gathered reporting requirements and developed a number of complex financial reports using Cognos Impromptu.
- Sized the Oracle database for three years of activity, and then loaded it with test data, generated using VBA, PL/SQL and SQL.

While engaged at Lucent Technologies from 10/98 – 08/99:

- Led the IBUY-e-commerce project database team, which designed and implemented Oracle databases of telecommunications components available for purchases.
- Team managed the databases and application data across software releases of the e-commerce application, from development to production, and provided analytical support for the applications development teams.

While engaged at Bank of Boston from 03/98 - 10/98:

Developed the logical data model for a data warehouse designed to track banking transactions, such as deposits, withdrawals, and transfers, across various channels including ATMs, tellers and voice response units. The warehouse was designed to feed data marts used for profitability and distribution analysis.

While engaged at Arbella Insurance from 01/98 – 03/98:

Participated in a business area modeling effort for the claims department, which included a gap analysis between Arbella's requirements for claims processing to the functionality provided by a purchased software package.

While engaged at Nations Bank from 03/97 - 12/98:

- Used ERwin, maintained the data model for a data mart consolidating customer data for the bank's marketing department.
- Provided analytical support for converting the bank's payroll and personnel data to the PeopleSoft Payroll and Human Resource package.

While engaged at Bell South from 07/96 – 03/97:

- Developed data models on a project designed to improve customer service and billing operations.
- Performed source to target mapping and identified roles and responsibilities related to the acquisition and maintenance of project meta-data.



Decision Systems Technologies, Inc. (DSTI) Senior Systems Analyst

08/92 - 07/96

- Led a team that developed information architecture for the Financial Management Service (FMS) branch of the U.S. Treasury.
- The architecture described planned activities, business functions, and use of data at FMS. The information architecture was mapped to a technical architecture, which described the systems, databases, and hardware that FMS used. Together, the information and technical architectures were used to prioritize and plan systems development projects.
- Provided data modeling guidance on large project designed to improve the way the agency made and reconciled payments on behalf of government agencies.

CERTIFICATIONS & TRAINING

- Oracle Database 9i Administrator Certified Professional
- Oracle Database 10G Administrator Certified Professional

EDUCATION

- B.A. Degree; Bowdoin College, Brunswick ME
- Boston University, Boston MA



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement"), is made and entered into on	, 20	("Effective
Date") by and between Ciber, Inc., a Delaware corporation ("Ciber") and,	a	
corporation ("Customer") (each a "party" and together, the "parties").		

RECITALS

Customer desires to contract to obtain certain information technology services and solutions to be provided by Ciber under this Agreement and Ciber desires to provide those information technology solutions and services under the terms and conditions set forth in this Agreement.

AGREEMENT

SERVICES

- 1.1 Scope of Work. Ciber will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each an "SOW"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Ciber will perform only work that is documented in an SOW. Ciber may authorize a parent, subsidiary, or affiliate of Ciber to enter into an SOW and for purposes of that SOW, such parent, subsidiary, or affiliate will be deemed "Ciber." Each SOW will describe the services to be performed ("Services"), the deliverables to be provided ("Work Products"), the schedule, the charges, and other essential information. Any inconsistency between this Agreement, an SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (i) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), (ii) the Agreement, (iii) purchase orders and supplemental agreements.
- 1.2 <u>Change Orders.</u> To modify or add work to an SOW a party must submit a written request to the other party. The recipient may accept or reject the requested modifications, or present a counter-proposal, in its sole discretion. Ciber may bill Customer on a time and materials ("T&M") basis for the analysis of any modification proposed by Customer. Changes to an SOW will be effective and work commenced upon the written approval of an amendment to the SOW (a "Change Order") by an authorized representative of each party. A Change Order may include a revised price and schedule that increases Ciber's costs and time to perform the changed work. Failure to agree on any adjustment shall be a dispute under the Dispute Resolution clause of this Agreement.
- 1.3 Method of Performance. Ciber will determine the method, details, and means of performing the Services and providing the Work Products. Customer may require Ciber's personnel to observe Customer's safety policies and building rules when on Customer's site. Each party has the right to control its own personnel. Designation of a particular Ciber individual in an SOW does not preclude Ciber's termination or re-assignment of the individual, provided Ciber replaces the individual with a person with appropriate skills.
- Acceptance. Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing, including without limitation, project charters or project governance plans, which shall be incorporated into the SOW by this reference. Upon Ciber's delivery of Services or Work Products, Customer must inspect the Services and Work Products for conformance with specifications. If Ciber has not received written notice from Customer (the "Acceptance/Rejection Form") within 3 business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by Customer. Furthermore, for other kinds of work performed by Ciber, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by Customer on the date of delivery unless Ciber receives an Acceptance/Rejection Form or other written notice from Customer specifying the reason for non-acceptance within 3 business days after completion of the Services or delivery of the Work Products.

2. CUSTOMER RESPONSIBILITIES

2.1 <u>Access and Cooperation</u>. Customer will provide the workspaces, facilities, equipment, properly configured computers (including, hardware, software, and connectivity), and personnel described in the SOW or otherwise required by Ciber. Ciber's timely performance of the Services and provision of the Work Products are contingent on Customer promptly providing (i) all required resources, (ii) the necessary assistance and cooperation of Customer's officers, agents, and employees, and (iii) complete, clean, and accurate information and data. If a

- delay is caused by Customer's failure to timely perform any obligation or deliver a necessary resource, the delivery schedule for the Services and Work Products shall be extended for the period of delay.
- 2.2 <u>File Back-up</u>. Unless otherwise specified in the SOW, Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.
- 2.3 <u>Health and Safety Hazards</u>. Customer will provide Ciber with written notice of any known health and safety hazards and provide Ciber's personnel with appropriate safety procedures.
- 2.4 <u>Work Rules and Conduct</u>. Customer will provide Ciber written copies of all applicable policies and procedures, including those governing safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity. Customer will report to Ciber any alleged violation of Customer's workplace conduct rules involving Ciber personnel and cooperate with Ciber in investigating the alleged violation.

2.5 Personnel Changes

- Personnel Schedule Changes. Customer may request changes to the schedules of Ciber personnel. If Customer does not provide a written request at least 5 business days prior to the requested change, Ciber will charge Customer for the Services as scheduled.
- ii. Open-ended Assignments. Customer may request termination of an open-ended assignment of Ciber personnel. If Customer does not provide a written request at least 30 days prior to the end of the assignment Ciber will charge Customer for the greater of (a) 15 days of Services that were to be performed by the affected Ciber personnel, or (b) the actual number of days of Services performed by the affected personnel after Ciber's receipt of the written request.
- iii. Extension of Assignments. Ciber considers its personnel for new deployments 30 days before the expiration of their assignments. If Customer desires to extend Ciber personnel, Customer must notify Ciber at least 30 days before the scheduled expiration date to assure continued availability. Ciber will use reasonable efforts to accommodate extension requests received less than 30 days before the expiration of an assignment.

3. TERM AND TERMINATION

- 3.1 <u>Term.</u> The term of this Agreement commences on the Effective Date and continues until the date the Agreement is terminated as provided below. Termination of an SOW will not terminate the entire Agreement unless so stated in the termination notice.
- 3.2 Termination for Convenience. Either party may terminate this Agreement upon 30 days advance written notice. All SOWs in effect as of the Agreement's termination date shall continue until completed or terminated as provided in this Section 3.2. Unless otherwise stated in the applicable SOW, either party may terminate an SOW for time and materials Services upon 60 days advance written notice and an SOW for fixed price Services upon 90 days advance written notice. Ciber will advise Customer of the extent to which performance has been completed and deliver any work in progress. Ciber will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund. Specifically, Customer will pay (i) in full for all completed and accepted Services and Work Products, (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by Ciber, but not accepted by Customer pursuant to Section 1.4; (iii) all of Ciber's reasonable costs to terminate and transition the work; and (iv) any cancellation fees applicable to the affected SOW as set forth in such SOW. Additionally, Customer will release all applicable retainage held by Customer and performance bonds in a form satisfactory to the bond underwriter(s).

Notwithstanding the foregoing, Customer may not terminate for convenience any SOW for outsourced Services and associated support except as set forth in the SOW. In the event Customer terminates such a SOW for convenience, Customer shall pay the cancellation fee set forth in the SOW, Ciber's charges for transition services, unabsorbed overhead costs and other general and administrative costs allocated to the terminated outsourced Services or support SOW.

3.3 <u>Termination for Cause</u>. Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party:

- i. Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of 30 days after written notice;
- Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
- iii. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

Ciber may suspend work or terminate this Agreement or any SOW if Customer fails to pay undisputed amounts to Ciber within 15 days of Ciber's written notice specifying the undisputed amounts.

If Customer terminates this Agreement or SOW for default, Customer is obligated to pay for all undisputed Services and Work Products accepted by Customer pursuant to Section 1.4 and the unpaid portions of all disputed Services and Work Products completed by Ciber on a percentage of work performed basis, as reflected in the most recent project status report, prior to Ciber's receipt of Customer's dispute/default notice.

4. RELATIONSHIP OF THE PARTIES

Ciber is an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

5. COMPENSATION

- Pricing. Charges for all Services, Work Products, and expenses are set forth in each SOW. If pricing is on a T&M 5.1 basis, Customer will make payments at the hourly rates in the SOW, based on a minimum per day charge of 8 hours, exclusive of sales, use, and similar taxes. Customer acknowledges and agrees that travel time to and from Customer's site is billable. Ciber will give Customer 60 days prior written notice of any change in hourly rates or prices. Ciber may impose a higher rate for Services exceeding 40 hours per week or on a weekend or holiday. Ciber does not guarantee T&M pricing estimates in any way or to any extent. If Ciber quotes a price for Services or Work Products and such price is specified without qualification in the applicable SOW, the amount quoted shall be deemed a fixed price. Unless an SOW provides for progress payments or deferral of payment after completion, Customer shall pay the full amount of the fixed price upon Ciber's completion of the specified Services or upon Customer's acceptance of the Work Products under such SOW. An SOW may provide for payment to be based on a fixed price for Services or Work Products to be rendered over a specified period of time or provide for T&M pricing not to exceed a specified amount. For fixed price onsite project work, if the travel costs are averaging over 10% of the per trip amount set forth in the SOW, Ciber will inform Customer and Ciber reserves the right to charge Customer for travel exceeding 10% of the per trip amount. Ciber will work with Customer to come up with reasonable alternatives if the travel costs exceed 10% of the budgeted amount, including performing remotely that work which is capable of being performed remotely.
- 5.2 Invoice and Payment. Ciber will invoice charges for third party materials purchased pursuant to an SOW upon delivery of the materials to Customer. Ciber will invoice T&M charges for Services or Work Products bi-weekly. Ciber will invoice fixed price charges for Services or Work Products in accordance with the payment schedule in the SOW. All invoices will be in Ciber's standard form and Customer agrees to receive invoices via email. Except for charges Customer disputes in good faith, all amounts are due and payable not more than 30 days from the invoice date. Customer agrees to make all payments via ACH. Ciber may change payment terms if, in Ciber's reasonable opinion, Customer's financial condition, previous payment record or relationship with Ciber merits such change. Customer must raise any concern or dispute in writing within 10 days from the date of the invoice or the invoice will be presumed payable. Customer's dispute of any amounts will not delay its payment of undisputed charges. If Customer defaults in payment of any charges, Ciber may immediately suspend further performance under any or all SOWs.
- Taxes. Charges do not include taxes including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges ("Taxes") imposed on the Services or Work Product (exclusive of taxes based on the property or net income of Ciber). Customer will pay or reimburse Ciber for all Taxes. If Customer is exempt from taxes, a valid tax exemption certificate or direct pay permit (collectively, "Certificate") must be provided to Ciber, Inc. upon execution of this Agreement or any applicable Taxes will be included on invoice to Customer. If Customer provides such a Certificate to Ciber, Customer agrees that Ciber is entitled to and will rely on the

Certificate and that any assessment of Taxes imposed on the Services or Work Products notwithstanding the Certificate will be paid by Customer. In the event of a tax examination involving Taxes imposed on the Services or Work Products provided pursuant to this Agreement, Customer agrees to cooperate with Ciber in any such examination including responding to questions and requests for documents by the taxing authority.

- Expenses. Unless expressly set forth in a SOW as included in a fixed price, Customer will reimburse Ciber for reasonable out-of-pocket expenses such as long distance telephone charges, postage, shipping, and reasonable travel and living expenses. All charges exclude costs and expenses incurred for additional Services, Work Products, requirements, features, enhancements, Customer-caused delays, or expectations of Customer not explicitly stated in this Agreement or an SOW ("Additional Expenses"). Ciber will invoice Additional Expenses biweekly.
- 5.5 <u>Interest; Collection Costs.</u> Interest will accrue on amounts past due at the lower of eighteen percent (18%) per annum or the maximum permitted by applicable law.

6. CONFIDENTIALITY AND OWNERSHIP

- Confidentiality. "Confidential Information" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that (i) the disclosing party has marked "confidential" or "proprietary"; or (ii) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure and confirms is confidential or proprietary in a writing within 20 days after such oral disclosure. Each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing party. Each party will require its personnel to do likewise. Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, provided the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party.
- Permitted Disclosures. A receiving party is permitted to disclose Confidential Information if the disclosure is (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, Ciber shall not be required to keep confidential any ideas, concepts, know-how, or techniques developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel.
- 6.3 <u>Return of Confidential Information</u>. Upon termination of this Agreement or the disclosing party's request, the receiving party will promptly return or destroy any Confidential Information of the other party.
- Ownership. Unless the parties agree otherwise in writing, Work Products developed by Ciber pursuant to this Agreement belong to Ciber. In addition, Customer acknowledges that Ciber is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Ciber will retain all right, title, and interest in and to all Ciber Materials. "Ciber Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that Ciber, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Ciber's duty of confidentiality to Customer. To the extent Ciber Materials are included in any Work Products, Ciber will grant Customer a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, and modify such Ciber materials, but only for Customer's internal use in conjunction with the Work Products. Ciber's grant to Customer of any interest in the Services and Work Products is effective only upon Customer's payment of all fees and charges invoiced by Ciber.
- Residual Rights. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. "Residuals" shall mean that information which may be retained in intangible form in the minds of those personnel

of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.

7. WARRANTY AND LIMITATIONS OF LIABILITY

- 7.1 Warranty and Disclaimer. Ciber warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, Customer must report any deficiencies to Ciber in writing within 30 calendar days from the date of Customer's acceptance of the Services or Work Products. Customer's exclusive remedy and Ciber's entire liability is to provide Services to correct the deficiencies. If Ciber is unable to correct the deficiencies, Customer is entitled to recover the fees paid to Ciber for the deficient portion of the Services or Work Products. Ciber DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Ciber makes no warranties regarding Customer or third party modifications of Work Products, any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by Ciber.
- 7.2 Limited Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Products under the SOW giving rise to the damages. Notwithstanding the above, the liability of Customer shall be increased to include Ciber's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

8. INDEMNITY

- General Indemnity. Ciber shall indemnify Customer and Customer's officers, directors, affiliates, subsidiaries, agents, and employees ("Customer Indemnitees") from any loss or damage arising out of a third party claim or action against Customer Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Ciber's personnel while they are providing the Services to Customer under this Agreement. Customer shall indemnify and hold Ciber and Ciber's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any injury to a third party or damage to real or tangible personal property of a third party to the extent caused by the negligent acts or omissions of Customer's personnel while Ciber is providing the Services to Customer under this Agreement. Neither party has a duty to indemnify or hold the other party and its officers, directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries to person or damage to property or any other damage or loss to the extent caused or contributed to by the act or failure to act of the other party and its officers, directors, affiliates, subsidiaries, agents, and employees.
- 8.2 Intellectual Property Indemnity. Ciber shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against Customer by a third party alleging that a Service or Work Product provided by Ciber, when used in conformity with Ciber's instructions and documentation, infringes a U.S. patent, copyright or trade secret. If any Service or Work Product is determined by a court of competent jurisdiction to be infringing, or in Ciber's opinion is likely to become the subject of a claim of infringement or violation, Ciber may, at its option, procure for Customer the right to continue using the Service or Work Product, or replace or modify the Service or Work Product so it is not infringing. If Ciber cannot secure these remedies on a reasonable basis and if Customer must discontinue use of any Service or Work Product, Ciber will refund a portion of the fees paid for the infringing Service or Work Product based on the expected life of the Service deliverable of the Work Product.

The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than Ciber; (ii) Customer's use of a Service or Work Product in conjunction with the products or services of parties other than Ciber where such use gives rise to the infringement claim; (iii) Customer's use of a Service or Work Product after written notice to Customer to cease such use; (iv) a Service or Work Product not used in accordance with Ciber's instructions and specifications; (v) Customer's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current

release provided by Ciber; (vi) Customer's use of a Service or Work Product with services or products not provided by Ciber; or (vii) Ciber's compliance with any design, specification or instruction of Customer.

This Section sets forth Customer's sole and exclusive remedies for infringement or misappropriation of third party rights. Services and Work Products do not include any third party services, products or materials, whether or not supplied by Ciber.

8.3 <u>Conditions</u>. All indemnification under this Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

A party's responsibility to indemnify any indemnified party is conditioned upon:

- i. The indemnifying party receiving prompt written notice of any claim or action.
- ii. The indemnifying party having the sole authority to defend the indemnified parties against any claim or action upon which third party indemnity is sought.
- iii. The indemnified parties' cooperation with the indemnifying party's defense or settlement of the claim.

To the extent an indemnifying party's defense of the claim is materially prejudiced by an indemnified party's failure to provide prompt notice or full cooperation with indemnifying party's defense or settlement of the claim, indemnifying party shall be relieved of its indemnity obligations. The indemnifying party has no liability to indemnify or hold any indemnified party harmless for any payment by any indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least 10 business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made. All indemnification rights and obligations under this Agreement are subject to the terms of Section 7.2.

9. NONSOLICITATION

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 180 days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder's fee equal to three times the greater of (i) gross monthly salary or (ii) monthly billing rate (assuming 168 hours per month) for such personnel.

10. DISPUTE RESOLUTION

- 10.1 <u>General</u>. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.
- 10.2 <u>Informal Dispute Resolution</u>. Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within 10 days following the receipt of such written notice and will attempt to resolve the dispute within 5 days of the initial meeting. If the parties agree, a dispute may be mediated. The parties will select a mediator within 20 days of agreeing to mediate. All mediations shall be non-binding.
- 10.3 Arbitration/Other Legal Proceedings.
 - (a) Arbitration. Any claim or dispute arising out of or relating to this Agreement or the services to be provided by Ciber hereunder, other than Excluded Disputes, as defined below, shall be resolved by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association. To the extent the Commercial Rules conflict with this provision, this Agreement shall control any arbitration. Each party may seek preliminary or permanent rights or remedies, judicial or otherwise, to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Denver, Colorado and the laws of Colorado (except its conflict of laws provisions) shall govern the

interpretation of this Agreement. Within 10 calendar days of service of a Demand for Arbitration pursuant to this Agreement, the parties shall agree upon a sole knowledgeable and impartial arbitrator. If the parties cannot agree upon a sole knowledgeable and impartial arbitrator, either party may apply to a court of competent jurisdiction for appointment of the arbitrator. If damages are to be awarded, the arbitrator shall only award equitable relief and damages in accordance with this Agreement but in no circumstances shall the arbitrator award exemplary or punitive damages.

Discovery in any arbitration shall be conducted as follows, unless otherwise agreed by the parties:

- i. Discovery for each party is limited to 10 requests for production and 3 depositions, limited to 2 hours per witness.
- ii. Requests for production shall be limited to documents that are directly relevant to the matters in dispute, be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain and not include broad phraseology such as "all documents directly or indirectly related to." The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

Each party shall pay its pro rata share of the arbitrator's fees and expenses unless the arbitrator decides otherwise. The decision of the arbitrator shall be final and binding and may not be appealed. A party may apply to any court having jurisdiction to obtain a judgment enforcing the decision of the arbitrator. The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Article.

- (b) Excluded Disputes. Notwithstanding the above, Excluded Disputes shall not be subject to arbitration. As used herein, an "Excluded Dispute" means any action or proceeding with respect to this Agreement: (i) that is initiated by Ciber for collection of amounts due by Customer; or (ii) related to the allocation of ownership of Work Product or Services as between Ciber and Customer. All Excluded Disputes shall be brought exclusively in a court of competent jurisdiction located within the state of Colorado. Ciber and Customer each waive their respective rights to a jury trial in an Excluded Dispute. The laws of Colorado (except its conflict of laws provisions) shall govern with respect to such dispute. Notwithstanding subsection (a) above, if Ciber elects to initiate proceedings in court, all disputes between the parties shall be resolved in that forum.
- 10.4 <u>Limit on Actions</u>. Any dispute or other action arising out of this Agreement must be brought within two years of the date the cause of action accrued.

11. GENERAL PROVISIONS

- 11.1 <u>Publicity</u>. Ciber may reference its general business relationship with Customer for marketing purposes.
- 11.2 <u>Applicable Laws</u>. Each party will comply with applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements, including without limitation, Executive Order 11246 -- Equal Employment Opportunity.
- 11.3 <u>Export Controls</u>. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval.
- 11.4 <u>Notices</u>. All notices must be written and will be deemed received (i) when delivered by hand, (ii) on the next business day, if delivered by a recognized overnight courier, (iii) on the third business day if mailed (by certified or registered mail, return receipt requested) or (iv) upon separately confirmed facsimile transmission to the following addresses or facsimile numbers:

CUSTOMER	Ciber	Ciber Business Unit
	Ciber, Inc.	

	6363 S. Fiddler's Green Circle, Suite 1400 Greenwood Village, Colorado 80111		
	ATTN: Law Department	ATTN:	
Phone	Phone 303-220-0100	Phone	
Fav	Fax 303-224-4125	Fax	

- 11.5 Entire Agreement. This Agreement, the applicable Exhibits, and SOWs set forth the entire agreement of the parties relating to the Services and Work Products provided by Ciber and supersede all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement, any other written or oral agreements, statements or representations made outside of the four corners of this Agreement or any course of dealing, trade usage or course of performance. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.
- 11.6 <u>Waiver</u>. No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 11.7 <u>Survival</u>. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.
- 11.8 Force Majeure. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or attempted acts of terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other party and Customer will pay Ciber for all work performed, Work Product created and expenses incurred through the effective date of termination. Failure to make payment by Customer shall not be deemed to be a force majeure event.
- 11.9 <u>Severability</u>. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement or an SOW, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.
- 11.10 <u>Parties in Interest</u>. This Agreement is enforceable only by Ciber and Customer. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.
- 11.11 <u>Assignment and Successors</u>. Customer may not assign this Agreement without Ciber's prior written consent, except that Customer may assign the Agreement without consent to an entity controlling Customer, in common control with Customer or controlled by Customer. This Agreement benefits and will be binding upon Ciber, Customer, and their respective successors, heirs, and assigns.
- 11.12 <u>Insurance</u>. Upon request, Ciber will provide a certificate of insurance evidencing the workers' compensation, general liability, errors and omissions and automobile coverage it has in effect.

The parties, intending to be legally bound, have executed this Master Services Agreement on the date first set forth above.

CUSTOMER	CIBER, INC.
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

	Signature: The Signature	ves Date: 4-18-2014	VECE PRESENT HUMAN RESENCES Date: 4-18-2014	Prepared By: // Aux Pusto Title:
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GIVE REASON(S) IF NO	COMMITMENT MADE	DATE SOLICITED	TYPES OF SUBCONTRACT	MBE WBE DBE
ssary	List below ALL M/W/DBE's that were solicited — whether or not commitment was obtained — Copy this form as necessary	er or not commitment was c	s that were solicited – whethe	List below ALL M/W/DBE's
303-220-0100	6363 S. Fiddler's Green Circle Suite 1400 Greenwood Village, CO 80111	S. Fiddler's Green Circle Suit	6363 9	Ciber
PHONE NUMBER		ESS	ADDRESS	FISCAL YEAR/PERIOD NAME OF PROVIDER
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COUNTY OF ALLEGHENY M/W/DBE PARTICIPATION WAIVER REQUEST

FISCAL YEAR/PERIOD	EMAIL ADDRESS	TELEPHONE NUMBER	CONTACT PERSON	ADDRESS	PROVIDER
2014	tspratt@ciber.com	303-967-1330	Tyler Spratt	6363 S. Fiddler's Green Circle Suite 1400 Greenwood Village, CO 80111	Ciber, Inc.

the "Minority and Women Business Enterprise Utilization Affirmative Action Requirements" document. In all instances a good faith effort must be made to meet the M/W/DBE contract goals as outlined in Section 3.10.8.8 of

met the M/W/DBE goal of 13% MBE 2% WBE, the following must be attached and submitted with this form: If you plan to perform the entire contract without using M/W/DBE subcontractors and/or suppliers or have not completely

- A detailed explanation of your normal business practice
- Operation and/or Inventory Profile
- An active company supplier/subcontractor diversity policy
- Explanation as to why M/W/DBE participation waiver is being requested

Note: The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your "Good

	Prepared By:	
	Dave Plisko	
	Title:	
Human Resources	Vice President -	
I,	Date:	
	4/18/2014	
	Signature:	
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County of Allegheny M/W/DBE Participation Waiver Justification

Ciber provides IT consulting services. On most contracts, Ciber performs the services through the use of Ciber employees rather than subcontracting out work to subcontracting firms. In some cases, it is necessary to utilize subcontracted resources when a specific IT expertise is necessary, or if agreed to as a contracting strategy with the customer. On such contracts, Ciber has established supplier diversity goals associated with the subcontracting vendors used on those contracts. Ciber provides vendors with the opportunity to self-identify as minority/women/vet/disabled owned businesses and tracks our spending with identified businesses. In each contract in which Ciber has established a supplier diversity goal, Ciber has over time made progress toward and met the goals that were established for the individual plans.

Ciber does not anticipate subcontracting the work out to other vendors in the completion of this project. Therefore, we will do not anticipate the use of any MWDBE or Non-MWDBE vendors. However, should Ciber determine that the use of subcontracting firms is required, we will establish a supplier diversity goal associated with the work done on the contract consistent with that outlined by Allegheny County.

Our business practices and active subcontractor diversity policy have been included below.





CIBER Supplier Diversity Program
Version 2.0

December 28, 2011



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CIBER addresses diversity directly within our employee and subcontracting workforce, and externally with Minority, Disabled, and Woman-Owned Business Enterprise (MWBE) suppliers. We are a publicly-held corporation with stockholders of varying diversities; and we employ a diverse workforce that is representative of the communities in which we do business.

1. Workforce Diversity

CIBER employs a diverse workforce that is representative of the global communities in which we do business. CIBER enjoys a multicultural environment that is enhanced by our employees that have immigrated to this country sharing their unique experiences and cultures. CIBER's diversity program is based on our policy of Equal Opportunity.

As an Equal Opportunity Employer, CIBER prohibits discrimination on the basis of race, color, religion, gender, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition, or any other category protected by federal, state, or local laws. All CIBER managers are required to take a diversity awareness course as a part of their training. We also monitor the recruiting process to ensure that all applicants are considered on the basis of their skills and qualifications. At CIBER, we know that diversity leads to better answers and increased innovation.

CIBER requires that all personnel actions affecting employees in the areas of compensation, benefits, training, education, and advancement are equitably applied without regard to the factors listed above, and all employees enjoy equal access to social events and recreational programs sponsored by CIBER.

2. Supplier Diversity

Supplier diversity gives CIBER access to the broadest range of services, people, and ideas. To this end, we are committed to providing opportunities to minority-owned, disabled-owned, and women-owned business enterprises, and developing individual subcontracting plans for contracts on which CIBER commits to subcontract work, and to develop individual MWBE subcontracting plans.

In most cases, MWBE suppliers are sub-contractors working with CIBER as consultants directly with our clients. At times, CIBER will act as a sub-contractor to MWBE firms.

2.1. Diversity Program Objectives

CIBER's Supplier Diversity Program's mission is to provide opportunities, contracts, and outreach assistance to minority-owned, disabled-owned, and women-owned business enterprises and small businesses. The practical application of our Program rests on the following foundation:

On contracts for which we develop individual MWBE subcontracting plans:

Diversity Program

- We evaluate each contract and establish MWBE subcontracting goals specific to that contract.
- ♦ We provide technical support to the MWBE suppliers we partner with
- CIBER's intention is to develop relationships that will create an environment of mutual cost and profit sharing, such that both parties share proportionately in the benefits and risks.

2.2. Definitions

For the purpose of this program, the following definitions apply:

- ♦ **MWBE**—A minority-owned or woman-owned business enterprise that is 51% owned and controlled by one or more minority, female, or disabled, persons.
- Disabled An individual who is a citizen of the United States and has a physical or mental disability.
- Minority— An individual who is a citizen of the United States and either African American, Hispanic American, Asian/Indian American, Asian/Pacific American, or a Native American.
- ♦ Small Business Enterprise— A business that meets the definition of a small business based on the definition used by the entity that Ciber establishes a plan for.
- ♦ **Veteran**-- An individual who is a citizen of the United States and has served in a branch of the United States Armed Forces.
- ♦ Woman—A female citizen of the United States.

2.2.1. Supplier Guidelines

CIBER considers quality relationships as important as quality performance. Consequently, we insist upon ethical, equitable practices in all of our business transactions. The following guidelines for our suppliers comprise the first step in creating a strong, sustainable partnership with CIBER:

- Agency Certification—CIBER requires that our MWBE suppliers obtain agency certification by one of the following organizations:
 - National Minority Suppliers Development Council
 - o Regional Minority Supplier Development Council
 - U.S. Small Business Administration
 - City, State, or Federal Certifying Organizations
- Minimum Qualifications—We also require that the following minimum qualifications be met:
 - Financial Stability



- Established Business
- o Insurance Requirements
- Quality Standards
- Competitive Pricing
- o Tax Payment Responsibility

2.2.2. Supplier Sourcing

CIBER's sourcing policy is to develop long-term relationships with suppliers who exhibit the following characteristics:

- ♦ Demonstrated integrity in their services, with an emphasis on quality.
- Respected reputation for both financial and quality attributes.
- Reliable delivery at competitive prices.
- ♦ Commitment to developing a mutually beneficial partnership with that offers something for both the company and CIBER that would grow the business base of both.

2.3. Diversity Program Status

CIBER has a *Preferred Provider Program* in which a selected list of vendors provides resources on an as-needed basis. These partners were carefully selected to meet niche skill sets, project overload, or peak time understaffing, MWBE partner requirements, and some staff augmentation. One third of our preferred provider partners are MWBE certified.

2.4. Diversity Program Recognition

CIBER's commitment to supplier diversity has been recognized by one of our premier Tennessee-based clients, Nashville Electric Service (NES), as an example of how large, publicly-owned businesses and minority-owned businesses can create successful partnerships.

Our strategic partnership with a minority-owned Computer Services company set a high standard for supplier diversity when we won a five year, multi-million dollar outsourcing contract together. CIBER engaged the minority-owned Computer Services company as a significant partner on a contract and received recognition from them at their Annual Supplier Diversity meeting; and from public officials who recognized CIBER's commitment to diversity.

CIBER's strategic partnership with minority-owned Zycron Computer Services set a high standard for supplier diversity since we started our relationship by partnering on an outsourcing contract together in October 2004. CIBER engaged Zycron as a significant partner on this contract and received recognition from NES at their Annual Supplier Diversity meeting; and from public officials who recognized our commitment to diversity.

APPENDIX A PROPOSAL AUTHENTIFICATION FORM

SIGNATURE SIGNED IN BLUE INK.

TITLE: Business Intelligence and Small Scale Applications In Human Services

DUE DATE: APRIL 28, 2014

The undersigned hereby offers to furnish and deliver the services as specified in strict accordance with the RFQ and scope of proposal, all of which are made a part of this request. This offer is not subject to withdrawal without permission of the County of Allegheny Department of Human Services Director.
FULL LEGAL COMPANY NAME: Ciber, Inc.
DOING BUSINESS AS: Ciber
STREET ADDRESS: 6363 S. Fiddler's Green Circle Suite 1400
CITY, STATE AND ZIP CODE: Gregoryood Village, CO 80111
AUTHORIZED SIGNATURE:
PRINT NAME:
TITLE OF AUTHORIZED SIGNER: SUPIFINANCE, GLOBALDEWKEY
TELEPHONE #: 303-220-0100 FAX #: 303-220-7100
WEBSITE URL: http://www.ciber.com
E-MAIL ADDRESS: + Spratt@ciber, com
COMPANY INFORMATION (This information is for tracking purposes only and has no role in the determination of the responsible proposer.)
☐ Check here if your firm is registered with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises
\Box Check here if your firm is a "Minority Business Enterprise" or "MBE" as defined in the Small Business Act, 15 USC
$\hfill\Box$ Check here if your firm is a "Women Business Enterprise" or "WBE" as defined in the Small Business Act, 15 USC
☐ Check here if your firm is a "Small Business" as defined by the Small Business Administration (13 C.F.R. 121.201, in most cases, this means a business with 500 or fewer employees)
NOTE: THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL. ALL PAGES REQUIRES A LIVE

Primary Contacts

	Chief Executive	Chief Information Officer	Chief Financial Officer	Contract Processing Contact
				1
Name	David C Potershindt	Mike Casullo	Christian Mezger	IVIEC SPECITI
Fmpil	A CHEST COM	on a still on the section	Conezaer webecom	+ Socatta Ciber Com
Phone	303-220-0100	303-807-3361	303-267-3857	303-967-1330
	0001 (80 0100			

Note: If you are an individual applying, you may identify yourself for all of the above roles.

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other state, county or the federal government.	I/we certify that this I/we/this organization is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any

		'n
If yes, explain:	☐ Yes ☑ No	Have you ever obtained or been denied a performance or fidelity bond, or has your bond ever been revoked?

So certified

4. Has an application to be an Allegheny County provider/vendor been denied in the past?

If yes, explain:	☐ Yes ☑ No

Have you ever filed for bankruptcy?

מט	<
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7	2

If yes, explain:

gn	\s ar	,-	***** ,		-
Signature:	If yes, explain: We have a Pittsburgh office, an authorized signatory for Ciber Inc. I hereby certify to the best of my knowledge and belief that the information in this proposal and application is true and accurate.	If yes, explain: we have all required insurances as per the document on in which the property of the document on the document of the document	7	If yes, explain: Cibes has paid all due taxes Do you have the capability to do electronic billing if required? Yes No	Have your paid all taxes for the past years, including but not limited to real estate tax, employer taxes, employee withheld taxes, personal income tax (if individual)? Yes No

(Rev. August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

-	Name (as shown on your income tax return)								
	CIBER, INC.								
o,	Business name/disregarded entity name, if different from above								
ge									
Print or type Specific Instructions on page	Check appropriate box for federal tax classification:				Exemp	tions (s	ee instru	uctions	s):
e G	☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership	☐ Tr	ust/est	ate		•			
pe					Exemp	t payee	code (if	any)	5
r tr	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=pa	artnership	o) Þ		12.	tion from	1000		ortina
nt o Strt.			-		code (D	3
Print or type Instructions	Other (see instructions) ▶						-		•
I SH	Address (number, street, and apt. or suite no.)	Re	equeste	er's name	and add	ress (op	tional)		
<u>Б</u>	6363 SOUTH FIDDLER'S GREEN CIRCLE, SUITE 1400								
S	City, state, and ZIP code								
See	GREENWOOD VILLAGE, CO 80111								
	List account number(s) here (optional)				n .				
Par	Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match the name given on the "Na		ne	Social se	curity nu	ımber			
	id backup withholding. For individuals, this is your social security number (SSN). Howeve		Γ				1 [
	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For o s, it is your employer identification number (EIN). If you do not have a number, see <i>How t</i> o				-		-		
	n page 3.	o ger a	-1_						
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Э		Employe	dentifi	cation r	number		
numbe	er to enter.		Γ						
Pari	Certification								
Under	penalties of perjury, I certify that:								•
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting	g for a n	numbe	r to be is	sued to	me), a	ınd		
Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, ovice (IRS) that I am subject to backup withholding as a result of a failure to report all inter								
no	longer subject to backup withholding, and								
3. Lar	n a U.S. citizen or other U.S. person (defined below), and								
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA report	orting is	corre	ect.					
becau interes genera	cation instructions. You must cross out item 2 above if you have been notified by the IR se you have failed to report all interest and dividends on your tax return. For real estate truet paid, acquisition or abandonment of secured property, cancellation of debt, contributionally, payments other than interest and dividends, you are not required to sign the certifications on page 3.	ransacti ns to ar	ions, it n indiv	tem 2 do vidual ret	es not a irement	apply. F arrang	or moi ement	rtgage (IRA),	and
Sign Here	Signature of U.S. person ►	Date Þ	> '	4/15/	2019	4			
Can	withholding tax on	forelan ı	partner	s' share o	f effectiv	elv con	nected i	ncome	and

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- · A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

APPENDIX D

Allegheny County	Controller's use only:			
Vendor Creation Form	Supplier No			
	1099 Eligibility: Yes No			
Add Change Supplier No. 1145	17			
Company Information:	Federal Tax ID (TIN)			
Ciber, Trc Company Name (Please type or print)	Original W-9 must be attached			
Company Maine (Fiease type of print)	Type of Commodity Provided			
Required information Type of Service Provided	(please describe below)			
☐ Independent Contractor ☐ Rent ☐ Maintenance/Service Agreement ☐ Care ☐ Insurance ☐ Lega ☐ Personal Reimbursement ☐ Med ☐ Other (please list)	1			
Required Information				
Minority Or Women Owned	Yes No			
If yes select ethnicity and gender of the vendor below:				
Asian Pacific American Black American Hispanic American Native American Subcontinent Asian American Non-Minority Woman Other				
If Yes Male Female				
Certified By: PAUCP PA	DGS Non PA Certification			
(attach copy of certification) Non-Profits including Faith Based Organizations Faith Based Non-Minority Faith Based Minority African American Non-Profit Other Non-Profit				
Outreach Manager Interface Yes No				

APPENDIX D	
Industry Classification by NAICS Code	
Primary Industry	541519
Secondary Industry (if applicable)	
*If code is not known go to http://www.census	s.gov/epcd/naics02/naicod02.htm and select the correct code.

Supplier Information (Search Type "P") – (Where PO should be sent to place order)				
Please type or print				
Company Name	Telephone Number			
Address Line 1	Fax Number			
Address Line 2				
Address Line 3				
City	State			
ZIP Code				

Required Information

<u>Supplier/Remit To Information (Search Type "V")</u> – (Where check will be mailed for payment. Check must be made payable to exact name listed under TIN provided or check cannot be processed.)

Please print or type

Supplier/Payee Name

Address Line 1

Address Line 2

Address Line 3

City

ZIP Code

Telephone Number

Telephone Number

To Box 912468

State

CO

State

303-11000

^{*}If the "remit to" information provided on form does not match invoices submitted for payment, the Controller's Office MUST contact supplier to verify address information before payments are processed. Thank you for your cooperation.

If the Allegheny County Department with which you do business is known, providing the information below will help in the processing of your payments. Failure to include the information may result in processing delays.

Allegheny Cou Departmental		Supplier/Payee C	ontact Name
Name	Leslie Lewis-Pollard	Name	Steve Harden
Telephone No.	412-350-5663	Telephone No.	303-224-4106
Fax No.	412-350-3414	Fax No.	303-120-7100
Email Address:	Llewis- pollard@alleghenycounty.us	Email Address:	Sharden @ Ciber. Com